

TERMS AND CONDITIONS FOR AFFILIATES & CAMPAIGN PUBLISHERS

WHEREAS: Parties have executed an insertion order referencing this Agreement and therefore the Terms and Conditions as stipulated hereunder shall apply between Parties for the performance of that insertion order unless specifically altered by such IO.

1. APPLICABILITY

- 1.1. These terms and conditions are applicable to all requests, orders, offers and agreements in which this Agreement is referenced.
- 1.2. These conditions shall only be deviated from by agreement in writing, subject to Advertiser reserving the right to change these terms and conditions upon prior written notice of 2 (two) weeks.
- 1.3. Any general terms and conditions of the Party dealing with Advertiser, howsoever incorporated, shall be excluded.
- 1.4. The Agreement shall only be binding on Advertiser when signed by the authorized signatory individual(s).

2. DEFINITIONS

“**Ads**” means advertisements, including the artwork, banners or graphics, provided by Advertiser, including but not limited to any advertisements provided by Advertiser on behalf of any third party client of Advertiser, as may be further defined in an IO;

“**Affiliate**” means any third party under the effective control of a Party to this Agreement or under common control of a Party to this Agreement. Effective control in the foregoing sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or actions of an entity through the exercise of ownership or voting rights;

This “**Agreement**” means this Purchasing Agreement for Online Media and the applicable IO and Annex;

“**Campaign**” means the actions of Publisher in fulfilling its obligations to Advertiser under this Agreement;

“**Channel(s)**” means the media as referred to in the IO;

“**CPA**” or “**Cost Per Acquisition**” means the fee payable by Advertiser to Publisher for each completed and valid sale of Advertiser’s service or product to a customer resulting from Publishers performance of its obligations under this Agreement;

“**CPC**” or “**Cost Per Click**” means the fee payable by Advertiser to Publisher for each valid customer click on Advertiser’s Ad resulting from Publishers performance of its obligations under this Agreement;

“**CPL**” or “**Cost Per Lead**” means the fee payable by Advertiser to Publisher for each valid customer lead provided to Advertiser resulting from Publishers performance of its obligations under this Agreement;

“**CPM**” or “**Cost Per Mille**” means the fee payable by Advertiser to Publisher for each valid impression of Advertiser’s Ad to a potential customer resulting from Publishers performance of its obligations under this Agreement;

“**Deliverables**” means the type(s) and amount(s) of results to be delivered (e.g. CPA, CPC, CPL and/or CPM) by Publisher to Advertiser, as set forth in an IO;

“**Effective Date**” means the date stated under such heading in the IO, in absence of which it shall be the date of the last signature of the IO;

“**End Date**” means the date stated under such heading in the IO;

“**IO**” means insertion order executed between Parties referencing this Agreement;

“**Intellectual Property Rights**” means any patents, trademarks, service marks, registered designs (including applications for any of the foregoing), copyright in all works created under this Agreement on behalf of Advertiser and eligible for copyright, including, without limitation, literary or artistic works, or software programs of which it may be the author and which were or are created, compiled, devised or brought into being during the course and scope of Publishers work for Advertiser, design rights, know-how, trade and business names and any other similar protected rights in any country;

“**Party**” means either the Advertiser or Publisher severally and “**Parties**” means both the Advertiser and the Publisher jointly;

“**Advertiser**” means the entity as referred to as such in the IO;

“**Publisher**” means the entity as referred to as such in the IO;

“**Territory**” means the (parts of) countries referred to as such in the IO;

3. OBLIGATIONS

- 3.1. **Scope of the Agreement:** From time to time Parties may negotiate IO’s under which Publisher shall deliver Ad(s) to Channel(s) targeting only the Territory for the benefit of Advertiser. Each IO shall specify: (a) the Deliverables; (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent (if applicable), (d) the start and end dates of the Campaign.
- 3.2. **Ads:** Publisher has no right to change, make additions to or derive from Ads as provided by Advertiser.
- 3.3. **Reporting:** Unless otherwise agreed in the IO Advertiser shall report the amount of Deliverables to Publisher within 14 (fourteen) days of the end of each calendar month. Such reported amounts shall be conclusive between Parties unless Publisher can provide incontestable evidence of its incorrectness.
- 3.4. **Change procedure:** Publisher shall comply with any request of Advertiser to make changes to the Campaign within 24 (twenty four) hours notice thereto:

- a) providing that the change requested is of a nature that it will not cause Publisher more than nominal inconvenience and expense to implement; or
- b) where changes requested by Advertiser will cause more than nominal inconvenience and expense Publisher will inform Advertiser of this fact within 24 (twenty four) hours of such notice for change and provide Advertiser with an estimate of the work, time, and cost required to implement the changes. Advertiser may accept such additional cost by issuing an IO.
- 3.5. Fee changes: Advertiser may alter the fee payable for the Deliverables by providing Publisher 8 (eight) hours notice of the new prices. Publisher may either:
- a) accept the prices; or
- b) terminate the Agreement before the new prices apply; or
- c) enter into negotiations with Advertiser to agree on alternative pricing, providing, however, that the new prices will apply from the date stipulated by the Advertiser.
- 3.6. Additional Terms and conditions: Publisher undertakes to comply with and be bound by the “Annex to Terms and Conditions Publishers” attached as Annex to this Agreement. Additionally, Publisher undertakes to have the person or entity having control over the Channel(s) where the Ads shall be published, its publishers of advertisements comply with the “Annex to Terms and Conditions Publishers”.

4. PAYMENT

- 4.1. In consideration for the Deliverables, Advertiser shall pay Publisher the fees as stipulated in IO. Any Deliverables relating to an advertisement of a third-party client of Advertiser shall be payable to Publisher once payment from this third-party client has been received by Advertiser.
- 4.2. All stated fees are exclusive of VAT and/or any other sales related taxes.
- 4.3. Publisher may invoice Advertiser on a monthly basis in arrears or, when this Agreement is terminated, at such date of rightful termination. Advertiser shall pay undisputed invoices within 30 (thirty) days of the date of invoice, to the bank account as stipulated therein.
- 4.4. Publisher shall send invoices to Advertisers name as stipulated in the IO to the address:
- Well Made Ventures GmbH, Rosenthaler Strasse 34/35, 10178 Berlin, Germany
 - Or, alternatively: finance@wellmadeventures.com
- In case parties agree that Advertiser shall pay for the Deliverables in advance, and such paid fees are related to the quantity of Deliverables, then Advertiser may, as necessary, issue a corrective invoice to Publisher for fees unduly paid, and Publisher shall return such overpaid amount within 30 (thirty) days of invoice date.
- 4.5. Advertiser may offer direct financial incentives to the Channel owner, which shall not be subject to deduction, commission, or adjustment by Publisher. Publisher will pass all incentives through to the recipient Channel owners promptly.
- 4.6. Advertiser and Publisher may agree that the Channel owner receive a fixed percentage of the price paid to Publisher for the Deliverables and/or a minimum price per Deliverable.

5. INDEMNIFICATION

- 5.1. Advertiser shall defend, indemnify and hold Publisher harmless against all claims for breach of copyright, trademarks, or image rights and the losses, direct damages, costs and expenses including all reasonable legal fees claimed or incurred by Publisher directly as a result of use of material(s) provided by Advertiser for publishing, provided that (i) Publisher has strictly adhered to all terms and conditions stated in this Agreement (including for the avoidance of doubt, all Additional terms and conditions as referred to in clause 3.6 hereof), and (ii) Publisher shall promptly notify the Advertiser in writing of such claim, and (ii) Advertiser shall be entitled to take sole control of the defence and settlement of the claim at its own cost and expense, including using attorneys or other third parties of its choice, and (iii) Publisher will cooperate with Advertiser in the defence of the claim.

6. CONFIDENTIALITY

- 6.1. Parties agree that any and all information, as present now or in the future, which is or may be a trade secret or of a confidential nature (in whatever media) regarding the operations, products, finance, marketing, customers, administration, maintenance, technology, research and development, future inventions and policies of Advertiser and its Affiliates, including the existence and contents of this Agreement, and all notes, memoranda, records and writings made by Publisher relating to the Campaign, shall be confidential information (together “Confidential Information”). Publisher shall treat Confidential Information with the strictest confidence and secrecy and none of the Confidential Information shall be disclosed by Publisher to any third party or used for purposes other than those of providing the Campaign to Advertiser.
- 6.2. The restrictions in sub-clause 6.1 above do not apply to Confidential Information:
- a) that is, or has, after disclosure to Publisher, entered into the public domain otherwise than as a result of a breach of confidentiality of Publisher; or
- b) that is properly and lawfully in the possession of Publisher prior to the time that it was disclosed by or acquired from, and was not acquired in any way directly or indirectly from, Advertiser and/or its Affiliates or any of its or their respective directors, officers, employees or advisers (as evidenced by the written records or such person or persons) and provided that such information is not known to be subject to any other duty of confidentiality owed to or by Advertiser and/or its Affiliates; or
- c) the disclosure of which is required by law or the rules of any applicable regulatory organization provided that, in such case, disclosure shall only be made to the extent reasonably necessary to comply with relevant law or rule and Advertiser shall be informed of the requirement such that Advertiser may apply for an injunction to prevent its disclosure; or
- d) that Advertiser has authorized the Publisher in writing that the Confidential Information may be made public by Publisher.
- 6.3. The provisions of this clause 6 shall survive the termination of this Agreement and remain in force in perpetuity.

7. LIABILITIES & INDEMNIFICATION

7.1. Publisher assumes full responsibility for the performance and good working of the Campaign. In the event of a breakdown of the service offering, Publisher will take all reasonable steps to bring the equipment and Campaign back into working.

7.2. Except in the case of intent, willful misconduct or non-compliance with any of the terms of (the Annex to) this Agreement of Publisher, Publisher shall not be liable for any indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Advertiser in the performance of the Campaign.

7.3. Advertiser shall not be liable for any direct, indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Publisher in the execution of this Agreement to the maximum extent allowed by the law. Notwithstanding the foregoing, Advertiser's liability for any and all claim arising under this Agreement shall in aggregate not exceed the fees paid under this Agreement in the preceding 3 (three) months.

8. REPRESENTATIONS AND WARRANTIES

8.1. Publisher hereby represents and warrants to Advertiser that: (i) Publisher has the power and authority to enter into and perform its obligations according to the terms of this Agreement; (ii) Publisher has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by this Agreement; (iii) Publisher has not and will not enter into any agreement that is inconsistent with its obligations hereunder; (iv) in providing its obligations under this agreement it will attain standards of care and skill as high as any currently available in the same industry as that of the Publisher and that all Publishers' personnel, agents and sub-contractors will have the experience and qualification appropriate for any tasks they perform hereunder; and (v) Publisher will act in accordance with all relevant laws and binding codes of conduct applicable to the Campaign.

8.2. Without limiting the generality of the foregoing, for Campaigns using (e-mail) database marketing as Channel, Publisher represents and warrants that all personal data has been collected and processed in accordance with any applicable Privacy Acts, laws and regulations and that all data subjects have given their explicit consent as defined in EU Directive 95/46 and EU Directive 2002/58 for receiving communication for commercial purposes in accordance with the provisions of this Agreement and the IO(s) and agrees to defend, indemnify and hold Advertiser harmless from any liability, claims, damages, fines, penalties, costs, demands and expenses (including costs of defence, settlement and reasonable legal fees) arising from or related to any violation in this respect.

8.3. Advertiser hereby represents and warrant to Publisher that Advertiser: (i) has the power and authority to enter into and perform its obligations according to the terms of this Agreement; and (ii) has no restrictions that would impair its ability to perform its obligations contemplated by this Agreement.

8.4. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY EITHER PARTY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, ARE SPECIFICALLY EXCLUDED BY THE PARTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. TERM & TERMINATION

9.1. Term: This Agreement will commence at the Effective Date and continue in full force and effect for a period of 24 months and shall automatically renew thereafter for a period of 24 months unless terminated in accordance with this Agreement by either parties.

9.2. Termination for Convenience: Advertiser may terminate this Agreement for convenience on providing Publisher with 30 days prior written notice.

9.3. Termination of a Campaign: Advertiser may terminate or suspend any Campaign upon providing to Publisher notice in accordance with the Agreed Out period specified in the IO.

9.4. Termination for Cause: Each Party may terminate this Agreement with immediately effect by written notice to the other Party where the other Party is in breach of a material term of this Agreement, has been served with a notice to remedy this breach, and has not affected a remedy to this breach within 14 (fourteen) days.

9.5. Termination for Regulatory Change: Advertiser may terminate this Agreement by written notice and with immediate effect and with no penalty if a governmental or regulatory change significantly impacts the ability of Advertiser to provide services or materials to customers responding to Ads delivered by Publisher.

9.6. Consequences of Termination: Within 48 (forty eight) hours of termination of the Agreement Publisher shall have any and all links to Ads removed from the Channel(s). The clauses as listed hereafter shall survive the termination or expiration of this Agreement: 3.3, 4, 5, 6, 7, 9.6, 10 and 11.

10. NON-SOLICITATION

10.1: Publisher recognizes that Advertiser has proprietary relationships with third party clients that place advertisements in Advertiser's advertising network and/or otherwise provide advertisements to Advertiser. During the term of the Campaign until 6 months thereafter Publisher shall not solicit these third party clients to either work directly with Publisher or through an alternate Advertiser.

10.2 Publisher understands and agrees that Publisher's breach of the provision of clause 10.1 would cause serious financial damage to Advertiser which damages would be difficult of exact proof. Accordingly, Publisher agrees to pay Advertiser a sum equal of € 10,000 as liquidated damages for each and every breach of the aforementioned article, such notwithstanding the right of Advertiser to claim its actual damages.

11. MISCELLANEOUS

11.1. No Exclusivity: Each Party shall carry out its commitments under this Agreement in a manner that reflects favourably upon the good name and goodwill of the other Party. The Parties agree that the commitments under this Agreement are not exclusive and that either Party may enter into similar agreements with third parties, including either Party's competitors.

11.2. Agency, Partnership, and Joint Venture Excluded: Nothing in this Agreement shall create a relationship between the Parties of agency, partnership, or joint venture.

11.3. Force Majeure: Neither Party shall be held responsible or liable for any losses, direct or indirect damages, costs and/or expense arising out of any delay or failure in performance of any part of this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, riot, flood, civil commotion, insurrection, labour difficulty, severe or adverse weather conditions, lack or shortage of electrical power, failure of performance by any third party hosting service or equipment provided or maintained by others, including general performance of the Internet itself, or any other cause beyond the reasonable control of the Party delayed.

11.4. Entire Agreement: This Agreement constitutes the entire agreement between the Parties, and merges all prior and contemporaneous communications with respect to the agreement between the Parties.

11.5. Severability/Waiver: If any provision of this Agreement proves to be or becomes invalid or unenforceable under any of the applicable laws, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if the provision may not be so altered, it shall be severed and the remainder of Agreement shall remain in full force and effect. No waiver of any breach of provision of this Agreement shall constitute a waiver of any other breach or any provision hereof, and no waiver shall be effective unless made in writing signed by an authorized representative of the waiving party.

11.6. Rights of third parties: Nothing in this Agreement confers or purports to confer on a third party any benefit or any right to enforce a term of this Agreement.

11.7. Assignment and Subcontracting: No rights or obligations arising under this Agreement may be assigned, transferred, subcontracted, or otherwise disposed of without the prior written consent of the Parties. Notwithstanding the foregoing, Advertiser may assign the rights and obligations arising under this Agreement to its Affiliates.

11.8. Independent contractor: Advertisers relationship with Publisher will be that of an independent contractor and Publisher shall be solely responsible for determining the method, details and means of performing the Campaign.

11.9. Notices: All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt as requested; or (ii) sent by air express courier (e.g. DHL) charges prepaid, return receipt requested; and addressed as set forth in the IO under the heading "Notices", or in the absence thereof at the address of the party provided therein. Alternatively, regarding the scope of the Campaign, notices shall also be deemed given when sent by e-mail with a personalized acknowledgement of receipt. For avoidance of doubt, invoices addressed to Advertiser shall be sent to the address as provided in clause 4.4 above.

11.10. Applicable law and dispute solution: This Agreement and any disputes pertaining to it will be governed and construed in accordance with laws of Germany and Parties submit to the jurisdiction of the courts of Berlin, Germany.

12. ANNEX TO TERM & CONDITIONS – PUBLISHERS

Advertiser (meaning the entity whose products or services are promoted in connection with these terms and conditions), in contracting for Channel Owner's (your) services in the provision of deliverables, either directly or indirectly through a network of Channel Owners, requires that Channel Owner (you) adheres to the following terms and conditions with respect to Channel Owner's (your) relationship to Advertiser and presentation of the text and graphics promoting Advertisers goods or services (the Advertiser's advertisements).

In participating in any Advertiser advertising or marketing campaign Channel Owner fully accepts and agrees to the terms and conditions as set out in this document.

1. ADVERTISEMENTS WILL NOT BE PLACED ON WEBSITES OR OTHER ONLINE MEDIUMS WHICH:

- 1.1. Displays pornographic or other adult-oriented material – unless approved in the IO;
- 1.2. Advocate, facilitate, or encourage copyright or other intellectual property rights infringement, or any other actions prohibited by law;
- 1.3. Promote peer-to-peer network, illegal file sharing, or illegal file downloading;
- 1.4. Promote violence, hate crimes, discrimination, exploitation, or vilification against any race, religion, sexual, orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation;
- 1.5. Displays material of a libelous, obscene, objectionable, or defamatory nature, or which is otherwise contrary to good business practice or public policy;
- 1.6. Promote the use of firearms, explosives, alcohol, tobacco, or illegal drugs or other controlled substances;
- 1.7. Promote multi-level marketing, pyramid schemes, or mail fraud, or provide investment advice other than that of a qualified professional investment adviser;
- 1.8. Are oriented primarily towards viewers under the age of 16; or
- 1.9. Would otherwise reflect poorly on Advertiser.

2. IN PLACING ADVERTISEMENTS OR GENERATING DELIVERABLES CHANNEL OWNER WILL NOT:

- 2.1. Send unsolicited commercial email (SPAM);
- 2.2. Utilize any form of adware, malware, or spyware;
- 2.3. Utilize ActiveX, Java, DotNet, or other scripts or software mechanisms to remove or limit an internet user's control of their web browser;
- 2.4. Generate pop-under ads or multiple pop-up ads – unless approved in the IO;
- 2.5. Display the advertisements in any way such that portions of the advertisement are obscured;
- 2.6. Utilize any form of fishing, spamming, spidering, or robots to collect personal information or otherwise invade an internet user's privacy;
- 2.7. Collect information supplied by a customer to Advertiser;
- 2.8. Engage in any misleading or deceptive conduct, especially in relation to the price or subscription character of Advertiser's service;

- 2.9. Represent themselves as being in any way connected with Advertiser or any other third party referred to in the advertisements;
- 2.10. Make representations or warranties of any kind with regard to the products or services offered by Advertiser;
- 2.11. Provide any misleading or incorrect information about Advertiser or its products; or
- 2.12. Utilize any other methods of advertising that would reflect poorly on Advertiser.

3. IN RELATION TO THE ADVERTISEMENTS PROVIDED BY ADVERTISER CHANNEL OWNER WILL NOT:

- 3.1. Alter the advertisement in any way;
- 3.2. Use advertisements of their own creation, or that of a third party;
- 3.3. Cache or locally store any advertisement, graphic, text, or audio track, or fragment thereof, made available by Purchaser; or
- 3.4. Obtain any rights in or to the advertisements or any trademark or other intellectual property of Advertiser or any other third party.

4. CHANNEL OWNERS WILL BE FURTHER RESTRICTED IN NOT:

- 4.1. Acting in breach of applicable national laws or applicable codes;
- 4.2. Generating false clicks, subscriptions, or deliverables;
- 4.3. Urging third parties to generate false clicks, subscriptions, or deliverables; or
- 4.4. Performing other acts that will result in an unwarranted increase in Channel Owner's commission.

5. IF CHANNEL OWNER ACTS IN BREACH OF THE REQUIREMENTS SET OUT IN THIS DOCUMENT ADVERTISER WILL BE ENTITLED TO:

- 5.1. Immediately terminate Channel Owner's relationship with Advertiser;
- 5.2. Withhold any accrued and unpaid commissions attributable to Channel Owner; and
- 5.3. Require Channel Owner to refund all commissions paid to Channel Owner for deliverables generated while Channel Owner was in breach of the terms and conditions set out in this document.

CHANNEL OWNER FURTHER FULLY INDEMNIFIES AND HOLDS HARMLESS ADVERTISER AGAINST ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIES AND EXPENSES, HOWSOEVER INCURRED AND OF WHATEVER NATURE, WHICH RESULT FROM CHANNEL OWNERS BREACH OF ANY OF THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.

Any dispute arising in connection with the terms and conditions set out in this document will be subject to German law. Channel Owner and Advertiser submit to the nonexclusive jurisdiction of the courts of Berlin, Germany.

Signed for and on behalf of Well Made Ventures GmbH (Advertiser)	Signed for and behalf of PUBLISHER
Name: Timo Matthias	Name:
Company: Well Made Ventures GmbH	Company:
Title: Managing Director	Title:
Date:	Date: